

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 10-15-67990
HUD# 07-16-4011-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

WILLOW RIDGE DEVELOPMENT, LLC
105 South Iowa Avenue, Suite 231
Iowa City, Iowa 52240-3906

WALTON BUILDERS, INC.
2492 Scouts Court NW
Oxford, Iowa 52322-9700

DESIGN ELEMENTS, LLC
4527 580th Street
Lone Tree, Iowa 52755-9310

COMPLAINANT

ANGELA JACKSON (formerly WILLIAMS)
Commissioner, Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319

and

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Complainant's Allegations:

Complainant is a member of the Iowa Civil Rights Commission (ICRC). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216.

Complainant alleged Respondents designed and constructed covered multifamily dwelling units in violation of the design and construction accessibility requirements of the Iowa Civil Rights Act (ICRA) and the federal Fair Housing Act (FHA). Complainant alleged Respondents violated the "light, switches, thermostats, electrical outlets in accessible locations" and the "usable kitchens and bathrooms" requirements.¹

Complainant specifically alleged, in Unit 7, 621 Lilac Street, Tiffin, Willow Ridge Apartments [henceforth referred to as "Willow Ridge"], the height of the thermostat controls was 52 inches, which is higher than the 48-inch maximum allowed; and the distance from the midline of the bathroom sink to the adjoining wall was 17 inches, which is less than the minimum 24 inches required for an accessible parallel approach due to cabinets that appeared to be non-removable.

Description of the Subject Property

Willow Ridge currently consists of three buildings – the test building and two newer buildings located at 611 and 601 Lilac Street, which were built after the testing was completed.² Each building has three stories, with four units per floor, and no elevators. Since there are no elevators, only the four ground-floor dwelling units³ in each of the three subject property buildings, totaling 12 units, are "covered"⁴ by the design and construction provisions of the ICRA and FHA.⁵ The three subject property buildings were each issued Certificates of Occupancy – Building 621 on August 1, 2015; Building 611 on September 1, 2015; and Building 601 on December 1, 2015. All three certificates were signed by Brian Shay, Building Official for the City of Tiffin, Iowa.

The scope of this agreement covers all of the ground-floor dwelling units and the public and common use areas. The construction of all units within the subject property buildings

¹ Iowa Code §§ 216.8A(3)(c)(3)(c)(ii) and 216.8A(3)(c)(3)(c)(iv); 24 C.F.R. §§ 100.205(c)(3)(ii) and 100.205(c)(3)(iv).

² Henceforth, the buildings located at 601, 611, and 621 Lilac Street will be referred to as "Building 601," "Building 611," and "Building 621" respectively.

³ Although the tested unit was a second-floor unit, Respondent Representative Jenny Waddilove told the tester that all fixtures in the tested unit were in the same locations as the ground-floor units, which were not available to be viewed due to ongoing construction.

⁴ "Covered multifamily dwellings" or "covered multifamily dwellings subject to the Fair Housing Amendments" means buildings consisting of four or more dwelling units if such buildings have one or more elevators; and ground floor dwelling units in other buildings consisting of four or more dwelling units." Fair Housing Accessibility Guidelines, Federal Register, Vol. 56, No. 44, Wednesday, March 6, 1991, Rules and Regulations, page 9500.

⁵ 42 U.S.C. §3604(f)(7); Iowa Code §§216.2(4)(a), 216.2(4)(b).

was based on a single 2BR/2BA design.⁶ The units inspected are Unit 2 in Building 621 and Unit 1 in Building 611.

Respondents' Defenses:

When asked in the questionnaire what was true or false about the allegations, Respondents Willow Ridge Development, LLC and Walton Builders, Inc. provided no response. Respondent Design Elements, LLC answered:

I do not know what is true or false regarding complaint since I have not visited the site. Nor was I involved with the hiring of Cabinet designer, electrical and HVAC contractors. This would have been done by General Contractor and the job performed would have been inspected by local building inspector.

Report of Preliminary Findings:

ICRC Investigators inspected two units at Willow Ridge, as well as the public and common use areas in and surrounding the complex. After conducting an onsite inspection of the two units and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

- 1) The parking area is available for use by tenants, their guests, prospective tenants, and vendors. The parking area for each building consists of 16 parking spaces. This includes two spaces designated as reserved for persons with disabilities. One of these two spaces is designated as "Van-Accessible." In the parking area adjacent to Building 621, the Van-Accessible parking space measures 123 1/2 inches wide. The access aisle that is shared by these two parking spaces measures 60 inches wide.⁷ The width of the Van-Accessible parking space will need to be increased to 132 inches to bring it into compliance with the ADAAG requirements.
- 2) The clear opening width of the sliding glass door in the living room of Unit 2 in Building 621 measured 30 3/8 inches, and the one in Unit 1 in Building 611 measured 29 1/4 inches.⁸ These measurements were taken with a 3 1/2-inch sliding glass door bumper installed in the doorway. The clear opening width of the sliding glass doorways in both units is too narrow, making them unusable by persons using wheelchairs.
- 3) The change in level from the interior finished floor surface onto the top of the threshold at the sliding glass doorway in both units was measured at no less than 1 21/32 inches. The interior threshold heights exceed the 1/4-inch maximum allowed for interior changes in level without beveling.⁹ The interior threshold heights are too

⁶ See Appendix B for floorplans.

⁷ See Appendix A, Figures 1A, 1B, 1C, 1D, and 1E.

⁸ See Appendix A, Figures 2A and 2B.

⁹ See Appendix A, Figures 4A and 4B.

high and render the secondary entrances to the porches unusable by tenants using wheelchairs.

- 4) The height of the top control buttons for the thermostat in both units was measured at no less than 50 1/2 inches.¹⁰ The height of the control buttons exceeds the 48-inch maximum reach limit allowed by FHADM, making thermostats unusable by tenants using wheelchairs.
- 5) The height of the pull-chain medallion for the ceiling fans in the inspected units was measured at 83 inches. There is no wall-mounted switch to operate the ceiling fan.¹¹ The height of this pull-chain as the only control exceeds the 48-inch reach maximum allowed by FHADM. The measured height renders the ceiling fan control unusable by tenants using wheelchairs.
- 6) The distance from the midline of the sink to the nearest obstruction was measured in the bathrooms of the inspected units. In the bathroom located within the bedroom for both units, the midline of the sink was no more than 18 3/4 inches from the adjoining wall.¹²

Respondents stated it is unknown whether the bathroom vanity cabinets are removable. In order for a cabinet to be deemed removable, the Guidelines require that the cabinet be easily and quickly removed, and the floor under the sink and the wall surrounding the space under the sink to be finished.¹³ If the vanity cabinet under the sink in the master bathroom is removable and the required dimensions for knee space are met once the cabinet is removed, then the distance from the midline of the sink to the adjoining wall in these bathrooms would meet the 15-inch minimum distance required for a forward approach. In order to verify whether the vanity cabinets in the bathrooms described above are removable, ICRC required Respondents to complete and document the steps as outlined in the “Report of Preliminary Findings.”

The required documentation was not received by ICRC, so the bathroom cabinet is presumed to be NOT removable. If the cabinet is not removable, then a person using a wheelchair must make a parallel approach to the sink, which means the distance from the midline of the sink to the closest obstruction or wall must be no less than 24 inches. Therefore, since the midline of the bathroom sink is less than 24 inches away from the adjoining wall, it is too close to allow sufficient space for a person using a wheelchair to make a parallel approach centered on the bathroom sink, as required by the FHADM.

- 7) The clear floor space outside of the swing of the door was measured smaller than 30 by 48 inches in the bathroom located within one of the bedrooms in both units.¹⁴ The

¹⁰ See Appendix A, Figures 3A and 3B.

¹¹ See Appendix A, Figures 4C and 4D.

¹² See Appendix A, Figures 5A and 5B.

¹³ FHADM at page 7.12.

¹⁴ See Appendix A, Figure 8A.

clear floor space in these bathrooms is smaller than the minimum required by FHADM, and renders this bathroom unusable by tenants using wheelchairs.

- 8) The height of the bathroom towel bars in both of the inspected units was measured at no less than 60 1/2 inches, which includes those that were located directly above the toilet that has a depth of greater than 20 inches. The other towel bars were not adjacent to an obstruction. The towel bars are higher than the 54-inch maximum reachable height without obstructions and the 46-inch maximum reachable height with greater than 20-inch deep obstructions.¹⁵

Respondents' Response to Report of Preliminary Findings:

ICRC provided Respondents multiple opportunities to respond to the accuracy of the measurements and the observations reported in the Report of Preliminary Findings and to propose retrofits to correct the reported deficiencies. Despite these opportunities, Respondents chose not to respond. However, after receiving ICRC's initial offer of mediation terms of settlement, Respondent Walton Builders, Inc. submitted the following responses:

- 1) "We will adjust the current parking spaces to accommodate the required distance when we restripe the parking areas."
- 2) "We will remove the rubber bumper [from the sliding glass doorways]."
- 3) "We have a premanufactured beveled edge with slope not exceeding 1-12 that can be easily installed by unskilled labor without involving structural or finished material changes."
- 4) "We are willing to adjust these [thermostats] to meet current requirements as tenants move out."
- 5) "Many non-disabled people prefer to not have low hanging chains. These are easily adjustable and or installed by unskilled labor without involving structural or finished material changes installed by unskilled labor without involving structural or finished material changes."
- 6) "The bathroom cabinets are easily removable from the adjacent wall/ cabinet by being unscrewed and slipped out. Existing flooring underneath current cabinet."
- 7) "If needed we will reverse the door swing to swing out into the bedroom area allowing for clear floor space in master bathrooms. This is easily done without repairing floors or any structural changes. When the door is completely open there is adequate space."

¹⁵ See Appendix A Figure 5I.

- 8) “Many non-disabled people do not like the look and prefer not to live in accessible units due to the appearance of clinical looking bathrooms. We are willing to install towel bars at tenant’s height request; this is easily done by simply adding a towel bar without any structural or finished material changes and can be done in a short time.”

Assessment of Deficiencies:

Respondents Design Elements, LLC stated Johnson County enforces IBC 2012. The Certificates of Occupancy indicated the subject property buildings were built in accordance with the requirements of the requirements of IBC 2009. Neither the IBC 2012 nor the IBC 2009 is one of the safe harbors accepted by HUD.¹⁶ Therefore, the FHADM, which incorporates ANSI 1986 for some of the technical requirements, must be used to assess and determine compliance with the ICRA and FHA, not IBC 2012 or IBC 2009.

As reported above, Respondents did not submit responses to the Report of Preliminary Findings. Therefore, based on the observations made and the measurements taken by ICRC Investigators during the full onsite inspection of Willow Ridge and the application of the appropriate accessibility requirements to the gathered information, ICRC has determined the deficiencies are no longer preliminary, but are instead, actual deficiencies. Therefore, ICRC will require Respondents to correct these deficiencies in a manner acceptable to ICRC.

Following is the assessment of the reported deficiencies, as based on the scoping and technical requirements of FHADM and 2010 ADAAG:

- 1) ICRC concurs with Respondents’ proposal to restripe the “Van-Accessible” parking space in the parking areas for each of the three buildings, such that they are at least 132 inches wide, as required by Section 502 of the 2010 ADAAG.¹⁷
- 2) ICRC concurs with Respondents’ proposal to remove the 3 1/2-inch bumper at the sliding glass doorway in all ground-floor units to increase the clear opening width to no less than the 31 5/8-inch minimum required by the FHADM.
- 3) ICRC concurs with Respondents’ proposal to securely install ramps with running slopes of no greater than 1:12 [8.33%] at the interior threshold to the sliding glass doorways in the ground-floor units, with a ramp width of no less than 31 5/8 inches.
- 4) ICRC concurs with Respondents’ proposal to lower the thermostat controls in all ground-floor units, such that the display screen and all operating buttons are at a maximum height of 48 inches, as required by the FHADM.

¹⁶ <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on March 28, 2014).

¹⁷ <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/ada-standards-single-file?highlight=WzlwMTBd> (Last visited Feb. 24, 2015).

- 5) ICRC concurs with Respondents' proposal to complete a retrofit to address the deficiency created by ceiling-fan controls that exceed the maximum reachability heights only upon request, but only if Respondents notify current and future tenants occupying ground-floor units, in writing, about their option to have Respondents install a beaded-chain extension with connector to each of the existing ceiling fan pull-chain medallions for the light and fan controls, such that the height of the pull-chain medallions are at no higher than the 48-inch maximum height allowed by the FHADM.
- 6) ICRC acknowledges Respondents' claim that the bathroom vanities are removable. However, ICRC will still require the documentation previously required in the Report of Preliminary Findings to determine if such a claim is supported. If the documentation is not submitted within the required time frame, then ICRC will require Respondents to replace the bathroom vanity in the bathrooms in the ground-floor units, located within the bedroom, with an offset sink-bowl to provide enough clear floor space to allow for a parallel approach by a person who uses a wheelchair, with the midline of the offset sink-bowl centered on the 48-inch side of the 30 by 48-inch clear floor space.
- 7) ICRC concurs with Respondents' proposal to reinstall the swing door in the bathroom located within one of the bedrooms in each of the ground-floor units to create a clear floor space outside the swing of the door that measures at least 30 by 48 inches.
- 8) ICRC concurs with Respondents' proposal to add an additional bathroom towel bar adjacent to the existing towel bars in all bathrooms in the ground-floor units, such that the height of the newly installed towel bars does not exceed the 54 inch-maximum height if not located above the toilet or the 46 inch-maximum height if located above the toilet.

Predetermination Settlement Agreement

A complaint having been filed by Complainant against Respondents with ICRC under Iowa Code Chapter 216 and there having been a preliminary inquiry, including an on-site inspection of Willow Ridge, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).
2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services

or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

3. Respondents acknowledge the ICRA makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person.
Iowa Code § 216.8(1)(a).

Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act).

4. Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
5. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).
6. Respondents acknowledge as owners, developers, builders, or managers of covered multifamily dwellings – ground-floor units in a building consisting of four or more dwelling units built for first occupancy after January 1, 1992 – must build those dwellings in compliance with specific design and construction accessibility requirements, in accordance with the FHA and ICRA. Iowa Code §216. 8A(3)(c)(3); 42 U.S.C. §3604(f)(3)(C).

HUD has described these accessibility requirements via regulation and in several publications, including the “Final Fair Housing Accessibility Guidelines.” 24 *C.F.R. Part 100.200 et seq.*; 56 *Fed. Reg.* 9,472. In the “Guidelines,” HUD presented the seven specific requirements as:

1. Accessible building entrance on an accessible route.
2. Accessible and usable public and common areas.
3. Usable doors.
4. Accessible route into and through the covered dwelling unit.

5. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.
6. Reinforced walls for grab bars.
7. Usable kitchens and bathrooms.

Voluntary and Full Settlement

7. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
8. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
9. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
10. Respondents agree ICRC may review compliance with this Agreement. And as part of such review, Respondents agree ICRC may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by ICRC.

Disclosure

11. Because, pursuant to Iowa Code §216.15A(2)(d), ICRC has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

12. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with ICRC, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing / Accessible Design and Construction Training

13. Respondents agree Jason Walton, Jenny Waddilove, and Adam Ingersoll will:

- (a) Receive training on the accessible design and construction requirements of State and Federal Fair Housing Laws within 180 days of their receipt of a Closing Letter from ICRC.¹⁸ The training will address the Fair Housing accessibility requirements that must be met in order to design and build covered dwellings and common use/public areas that are accessible and usable to individuals with mobility and visual impairments.

Attendance at Design and Construction training session offered during the 4th Annual “Be the Change” ICRC Symposium – to be held on October 28, 2016 – will fulfill the requirement for this term. Otherwise, the training shall be conducted by a qualified person, approved by ICRC or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to ICRC, verifying the fair housing / accessible design and construction training has been completed, within ten (10) days of completing the training.

14. Respondents agree Jason Walton, Jenny Waddilove, Adam Ingersoll, and each of Respondents’ current employees or agents who are involved in the design and/or construction of covered multifamily-dwelling properties, will within 120 days from the date of the Closing Letter from ICRC:

- (a) Review and become familiar with the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act, (August 1996, Rev. April 1998), which may be obtained online at <http://www.huduser.gov/portal/publications/PDF/FAIRHOUSING/fairfull.pdf>.
- (b) Submit separate signed written statements via email from each of the Respondents’ representatives named above in paragraph “(a)”, and their current employees or agents who are involved in the design and/or construction of covered multifamily-dwelling properties indicating:
 - i. They have reviewed and become familiar with the Fair Housing Act Design Manual.
 - ii. They understand what the Seven Main “Design Requirements of the Guidelines” are by listing them in the written statement.

¹⁸ The “Closing Letter” provides notice to the parties that the case has been closed. Once this agreement is fully executed, the Commission will issue its Closing Letter. It will be mailed to all parties and their representatives. A fully executed copy of the agreement will accompany the Closing Letter.

Required Modifications or Retrofits

15. Respondents agree to make the following modifications or retrofits to Willow Ridge:

Accessible and Usable Public and Common Use Areas – Van-Accessible Parking

- (a) Respondents agree the parking space designated as “Van Accessible” at each building in Willow Ridge is too narrow, as specified in ADAAG.
- (b) Respondents agree they will restripe the parking space reserved for persons with disabilities described in the previous paragraph such that the width of the parking space is no less than 132 inches. The current Van Accessible signage for the parking space reserved for persons with disabilities will be kept, which includes the International Symbol of Accessibility as described in the ADAAG.

Usable Doors – Clear Opening Width for Secondary Entrance

- (a) The parties agree the sliding glass doorways unto the balcony of both inspected units have a clear opening width that is narrower than the 31 5/8-inch minimum required by FHADM.
- (b) Respondents agree they will remove the 3 1/2-inch sliding glass door bumper in every ground-floor unit to increase the door-opening width to no less than 31 5/8 inches.

Usable Doors – Interior Threshold Height

- (a) The parties agree the vertical change in level from the top of the threshold at the sliding glass doorways onto the interior finished floor surface in both inspected units have a height of 1 21/32 inches, which exceeds the 1/4-inch maximum allowed by FHADM for thresholds without beveling.
- (b) Respondents agree they will permanently install a ramp with a maximum running slope of 8.33% and a width of no less than 31 5/8 inches at the interior thresholds on the sliding glass doorways of all ground-floor units.

Light Switches, Electrical Outlets, Thermostats, and Other Environmental Controls in Accessible Locations – Thermostats

- (a) The parties agree the height of the thermostat controls in both inspected ground-floor units exceed the maximum height of 48 inches, as allowed by FHADM.
- (b) Respondents agree they will lower the thermostat controls in all ground-floor units, such that the display screen and all operating buttons are at a maximum height of 48 inches, as required by the FHADM.

Light Switches, Electrical Outlets, Thermostats, and Other Environmental Controls in Accessible Locations – Ceiling Fan Control

- (a) The parties agree the height of the pull-chain medallions operating the light and fan at the ceiling fan in both inspected ground-floor units exceed the maximum height of 48 inches, as allowed by FHADM.
- (b) Respondents agree they will notify all current and future tenants occupying ground-floor units, in writing, about their option to have Respondents install a beaded chain extension to the pull-chain medallions on each of the light and fan controls at all ceiling fans within each ground-floor dwelling unit, such that the medallions are at a maximum height of 48 inches, as required by FHADM.
- (c) The parties agree Respondents agree the written notification or letter referred to in “(b)” paragraph above is to be worded in a manner that clearly communicates that the pull-chain extension installation at the ceiling fan controls is offered free of charge to tenants who require them because of a disability.
- (d) Respondents agree to agree to send the written notification referred to in “(b)” paragraph above to the tenants occupying the ground-floor units in Buildings 601 and 611 within 14 days from the date of the Closing Letter from ICRC.
- (e) Respondents also agree to send a statement to ICRC within 14 days from the date of the Closing Letter from ICRC verifying that the note referred to in “(b)” paragraph above was, in fact, distributed to each of the tenants in ground-floor units of Buildings 601 and 611.
- (f) Respondents agree to distribute the note referred to in “(b)” paragraph above to each new tenant at the time a lease or sub-lease agreement is signed for the ground-floor units in Buildings 601 and 611.
- (g) Respondents agree to install the pull-chain extension products at both the light and fan controls within three days from the date of a tenant’s request.
- (h) Respondents agree the pull-chain extension product to be installed after a tenant’s request will be installed such as to meet the requirements of Requirement 5 of the Guidelines as presented in the FHADM, and to meet the usability requirements of the FHA and ICRA.¹⁹

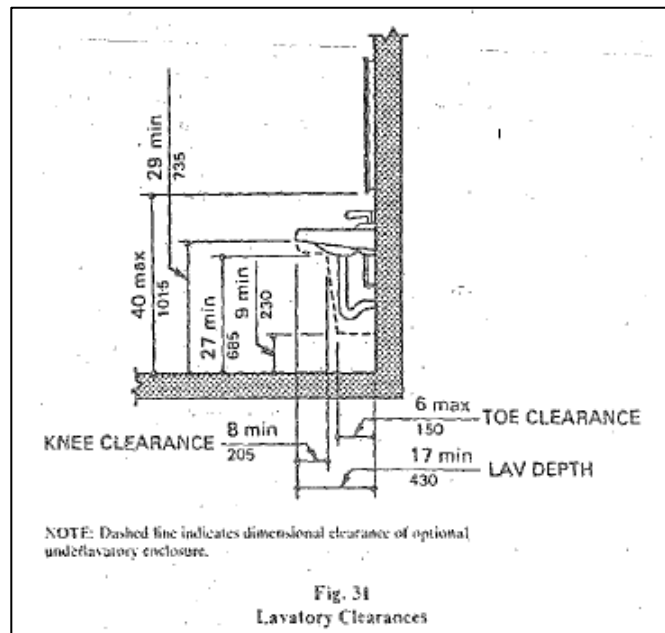
Usable Bathrooms – Sinks

- (a) The parties agree the distance from the midline of the sink to the adjacent wall in the bathrooms located within the bedrooms of both inspected units was measured at under the 24-inch minimum, required by FHADM, for bathroom sinks without removable cabinets.

¹⁹ <https://www.huduser.gov/portal/publications/pdf/fairhousing/fairch5.pdf> (Last visited on July 25, 2016).

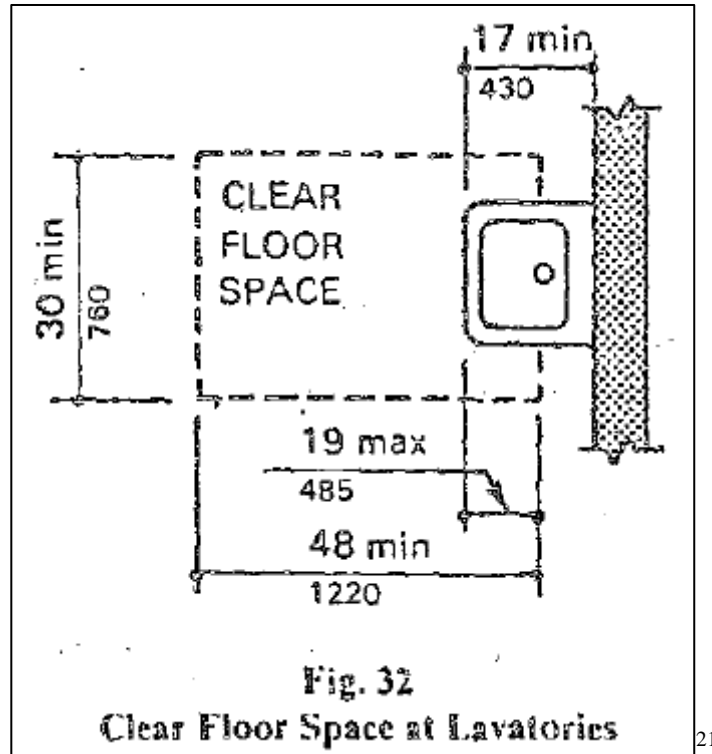
(b) Respondents maintain the cabinets are removable. In order to show that the cabinets are removable, ICRC needs Respondents to complete the following steps:

- 1) Illustrate how the bathroom cabinet would be removed by submitting a step-by-step, detailed description of the entire process, documenting the amount of time required to complete each step.
- 2) Submit a video file showing how the cabinet is removed. If a video is not possible, provide photographs of each step in the removal process.
- 3) Once the cabinet is removed, photographs need to be taken of each measurement needed to assess compliance with the “knee clearance” requirements from ANSI 1986, as indicated in the figures at the top of the next page. The measurements needed include:
 - a. Height from floor to bottom edge, or the underneath horizontal surface, of the vanity counter.
 - b. Height from floor to the fixture (water pipes, etc.) above where the toes for someone in a wheelchair would normally be when making the forward approach.
 - c. Depth of knee space from front edge of counter to fixture underneath counter.
 - d. Width of the knee space below the vanity counter.
- 4) Also, provide a description, as well as supporting photographs to indicate whether the wall behind the removed cabinet, and the surrounding cabinetry, which would otherwise be hidden from view by the removed cabinet, are finished.



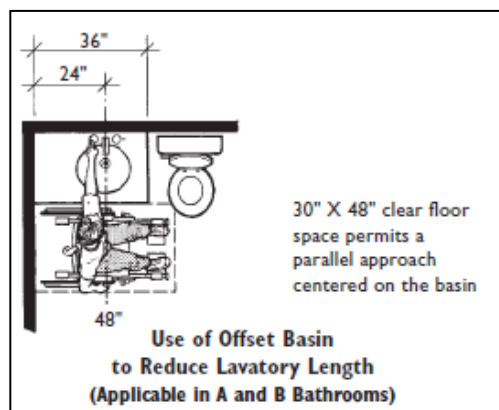
20

²⁰ Federal Register, Vol. 55, No. 116, Friday, June 15, 1990, page 24453.



21

- (c) If Respondents do not submit the documentation required in “(b)” paragraph above within 30 days from the date on the Closing Letter from ICRC, Respondents agree they will replace the bathroom vanity with an offset sink-bowl to provide enough clear floor space to allow for a parallel approach by a person who requires the use of a wheelchair, with the midline of the offset sink-bowl centered on the 48-inch side of the 30 by 48-inch clear floor space in the bathrooms located within the bedroom in all ground-floor units, as shown in the figure below:



22

Usable Bathrooms – Clear Floor Space Outside of Swing of Door

²¹ *Id.*

²² FHADM at 7.47

- (a) The parties agree the clear floor space outside of swing of the door in the bathrooms located within the bedrooms of both inspected units is smaller than 30 by 48 inches required by the FHADM.
- (b) Respondents agree they will reinstall the doors in the bathrooms located within the bedrooms in all ground-floor units to reverse the swing of the door, such that it will swing away from the bathroom and create the minimum clear floor space dimensions of 30 by 48 inches, as required by the FHADM.

Usable Bathrooms – Towel Bars

- (a) The parties agree the height of the towel bars in all bathrooms in both inspected ground-floor units exceed the maximum reachable height of 54 inches for a parallel approach to the towel bars without an obstruction and 46 inches for towel bars with a greater than 20-inch deep obstructions, as based on the reach requirements established by ANSI 1986.
- (b) Respondents agree they will install additional bathroom towel bars below the existing ones at a height of no greater than 54 inches if no obstructions or no greater than 46 inches if greater than 20-inch deep obstructions, in the bathrooms at all ground-floor units, as required by ANSI 1986.

Required Timelines for Completion of Modifications or Retrofits

- 16. Respondents agree that the above-required modifications or retrofits to the public and common use areas of Willow Ridge – parking lot – within 90 days from the date of the Closing Letter from ICRC.
- 17. Respondents agree to make the above-required modifications or retrofits to each of the units as each of the units becomes vacant. Respondents agree to make the required modifications or retrofits before each of the units is rented again.

Mandatory Reporting Requirements

- 18. Respondents agree to notify ICRC when they have completed the required modifications or retrofits for all of the units. Such notification shall be made within 90 days of completion. These required notifications to ICRC will continue until all required modifications or retrofits have been completed in all 10 units.
- 19. Respondents agree, as the required modifications or retrofits are made to a particular unit, ICRC may then inspect such unit, and then report the results of its inspection, addressing any outstanding deficiencies, in writing and within 30 days of the inspection, to Respondents.

If the inspection indicates outstanding deficiencies, Respondents shall correct all such deficiencies within a reasonable period of time as determined by ICRC, and shall pay

a reasonable fee for another inspection by ICRC staff or pay for an inspection by a third party inspector, approved by ICRC.

20. The sale or transfer of ownership, in whole or in part, by any owner of the subject property will not affect any obligation to modify or retrofit the subject property as specified in this Agreement, unless Respondents have obtained, in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to be bound by the terms of this agreement to complete all required modifications or retrofits as specified in this Agreement.
21. Within 90 days from the date of the Closing Letter from ICRC, Respondents agree to provide a written statement to ICRC, to the attention of Don Grove, Supervisor of Housing Investigations, which specifies how each of the above-required modifications or retrofits will be corrected.

[Please see next page for signature page]

Willow Ridge Development, LLC
RESPONDENT

Date

Walton Builders, Inc.
RESPONDENT

Date

Design Elements, LLC
RESPONDENT

Date

Angela Jackson
COMPLAINANT

Date

Kristin H. Johnson, Executive Director
IOWA CIVIL RIGHTS COMMISSION

Date